

**LABOR-MANAGEMENT AGREEMENT**

**BETWEEN**

**ASSOCIATION OF CIVILIAN TECHNICIANS  
LOCAL CHAPTER 109**

**AND**

**129<sup>th</sup> RESCUE WING  
CALIFORNIA AIR NATIONAL GUARD  
AT MOFFETT FEDERAL AIRFIELD, CALIFORNIA  
THE ADJUTANT GENERAL, STATE MILITARY FORCES,  
STATE OF CALIFORNIA**

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## **PREAMBLE**

**SECTION 1.** This Agreement is made by and between the Adjutant General (TAG), State of California, hereafter referred to as the "Employer", and the Association of Civilian Technicians, Moffett Air Chapter 109, hereinafter referred to as the "Labor Organization", and collectively referred to as the "Parties".

**SECTION 2.** Recognizing the benefits to be derived from a mutual interest in maintaining a strong, 129th Rescue Wing, California Air National Guard (CA ANG), the Parties hereto assume the responsibility for and encourage all practices which promote efficient operations. In fulfilling this responsibility, the Parties do agree that all employees in the Unit should follow the appropriate chain of supervision to improve the quality of workmanship, to encourage the submission of constructive work improvement and cost reduction ideas, and to vigorously promote accident prevention and exert concerted effort to strengthen good relations between management, the employees and, the local community.

**SECTION 3.** The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the 129th Rescue Wing, CA ANG, Moffett Federal Airfield, California, and the well-being of the employees thereof within the meaning of Public Law 95-454, the Civil Service Reform Act (CSRA) of 1978. The Parties hereto concur this purpose can best be accomplished by mutual interest and through the establishment of basic understanding relative to personnel policies and practices and matters affecting working conditions of employees in the unit.

***NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:***

## **ARTICLE 1 RECOGNITION and UNIT DESIGNATION**

**SECTION 1.** The Employer recognizes that the Labor Organization is the exclusive bargaining agent under the provisions of Public Law 95-454 for all Federal employees of the bargaining unit. The parties agree that it is mutually beneficial to establish Labor/Management relations with understanding and respect, thereby contributing to the effective operation of employees, the 129<sup>th</sup> Rescue Wing, Moffett Federal Airfield, and California Air National Guard.

**SECTION 2.** The Employer recognizes that the Labor Organization is the exclusive representative for all wage grade (WG), general schedule (GS) and wage leader (WL) employees employed by the 129<sup>th</sup> Rescue Wing, California Air National Guard, with the exception of management officials, supervisors, professional employees and employees described in 5 USC, Section 7112 (b) (1), (2), (3), (4), (5), (6), and (7).

## **ARTICLE 2 AGREEMENT ADMINISTRATION**

**SECTION 1.** The effective date of this agreement shall be after execution by the parties and approval by the Agency. Both dates will be made part of the agreement prior to distribution.

**SECTION 2.** Agency approval:

(a) The head of the Agency shall approve the agreement within thirty (30) days from the date the parties execute the agreement if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

(b) If the Agency does not approve or disapprove the agreement within the thirty- (30) day period, the agreement shall take effect on the thirty-first day (31st) and be binding on the Employer and the Association subject to the provisions of applicable law, rule, or regulation.

(c) In the event that a particular article or section of an article is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles or sections of an article not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate. If required, subsequently approved by the agency. These articles shall expire on the same date as the basic agreement, unless otherwise specifically provided for.

**SECTION 3.** This agreement duration will remain in effect for three (3) years from the date of approval by the Agency, or, under the provisions of PL 95-454, section 7114, (c) (3) whichever is applicable.

**SECTION 4.** Upon approval precedence, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations which predate, as well as those that postdate this agreement.

**SECTION 5.** Agreement Amendments/Supplements:

(a) This agreement may be subjected to amendments or supplements during the agreement lifetime under one of the following procedures:

- (1) Either party, during the life of this agreement, may submit proposals for negotiations for the purpose of supplementing this agreement with provisions not covered by or contained within this agreement.
- (2) Either party may initiate negotiations at the mid-point of this agreement, after service of notice no later than sixty- (60) days prior to the mid-point of this agreement.
- (3) At any time, by mutual consent, for the purpose of amending or providing supplements to this agreement.

(b) A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change. Representatives of the employer and the Association will meet within ten (10) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

(c) Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement as specified in this article.

**SECTION 6.** Negotiations for a new agreement will commence no earlier than 150 calendar days nor later than ninety- (90) calendar days prior to the termination of this agreement.

### **ARTICLE 3 IMPACT AND IMPLEMENTATION BARGAINING**

**SECTION 1.** Purpose. When a Management official intends to take any action under the provisions in Article 4 (Management Rights) of this agreement that could impact the working conditions of one or more bargaining unit members there is an obligation to notify the union of the intended action and provide the opportunity to negotiate over the impact and implementation of the action. Such negotiations will take place prior to any announcement of the proposed management action that could affect the conditions of employment of any bargaining unit member.

**SECTION 2.** Appropriate matters for impact and implementation bargaining. Matters appropriate for negotiations and consultation between the parties shall include personnel policies, practices and other matters which affect working conditions, to include such matters as safety, employee details, TDY assignments, base parking or traffic plans, hours of work, location of work, procedures for the request, granting and denial of leave, and the contracting-out of base services. All negotiated procedures and/or appropriate arrangements for adversely affected employees expressly contained in this agreement will remain in effect throughout the term of this agreement unless the parties agree otherwise. All new regulations/policies, changes in existing procedures, proposed appropriate arrangements for adversely affected employees that are not expressly contained in this agreement would be subject to I&I bargaining.

**SECTION 3.** Changes affecting working conditions. Management may notify the appropriate union official either orally or in writing. In addition, management agrees to deliver to that same union official any relevant draft copies of appropriate regulations/policies affecting working conditions related to the proposed change for review prior to implementation. If the Labor Organization desires formal discussion concerning the proposed change, management will be contacted within five (5) working days after receipt of the notification and materials (if any) to establish a meeting time/place to discuss the matter.

**SECTION 4.** Meetings.

(a) Upon notification by the Labor Organization, Management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.

(b) The employer and the Labor Organization agree to render their respective positions on the issues not resolved at the meetings within four (4) working days unless it is mutually agreed otherwise.

(c) Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies practices and working conditions, without prior negotiations/consultations with the Labor Organization.

## **ARTICLE 4 MANAGEMENT RIGHTS**

**SECTION 1.** The Employer retains the responsibility and rights of Management in accordance with applicable laws and regulations that include:

(a) To determine the mission, budget, organization, number of employees and internal security practices of the agency; and

(b) In accordance with applicable laws.

(1) To hire, assign, direct, layoff and retain employees in the agency, or to suspend, move, reduce in grade or pay, or take other disciplinary actions against such employees;

(2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotions, or any other appropriate source;

(4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

**SECTION 2.** Nothing in this Section shall preclude the Employer and the Labor Organization from negotiating:

(a) At the election of the agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods and means of performing work;

(b) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**SECTION 3.** Subject to the provisions of applicable laws, the Employer has the right and authority to make rules and regulations relating to personnel policies, procedures, practices and matters pertaining to working conditions. The Employer shall assure the rights of the Labor Organization are observed.

## **ARTICLE 5 EMPLOYEE RIGHTS**

**SECTION 1.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join or refrain from joining the Labor Organization. Each employee's right or status will not be affected because of membership or non-membership in the Labor Organization. In the exercise of these rights, employees shall be free from any and all interference, coercion, restraint and discrimination.

**SECTION 2.** Each employee has the right to assist a labor organization and to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities. The right may not extend to certain employees to participate in the management of a labor organization as a conflict of interest in accordance with the law or the official duties of the employee.

**SECTION 3.** Nothing in this Agreement shall require an employee to become or remain a member of the Labor Organization or to pay money to the Labor Organization except pursuant to a voluntary written authorization by a member of the Labor Organization for payment of dues through payroll deductions.

**SECTION 4.** Each employee has the right, regardless of Labor Organization membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies

and practices. An employee is not precluded from being represented by an attorney or other representative, other than the labor organization, of the employees own choosing; or exercising grievance or appellate rights established by law, rule or regulation; except in the case of grievance or appeal procedures negotiated within this agreement

**SECTION 5.** Both the Labor Organization and the Employer agree to apply the provisions of the contract in a fair and equitable manner without discrimination.

**SECTION 6.** When an employee is being examined by the employer in connection with an investigation, the Labor Organization shall be given the opportunity to be represented at the examination if:

- (a) The employee reasonably believes that the examination may result in disciplinary action against the employee, and
- (b) The employee requests representation.

**SECTION 7.** The Employer will use existing letters, checklist and pamphlets to apprise new employees of their benefits and the incumbent exclusive representative at the time of their hiring.

## **ARTICLE 6 LABOR ORGANIZATION RIGHTS**

**SECTION 1.** The Labor Organization is entitled to act for and to negotiate agreements covering all Bargaining Unit employees.

**SECTION 2.** The Labor Organization shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit. The right to be present does not extend to informal discussions of personal issues between the employee and management officials. Discussions that involve decisions on personnel policy, practices or working conditions, the employer is obligated to notify the Labor Organization.

**SECTION 3.** Employees may handle their own grievance. The Labor Organization shall be provided the opportunity to be present at discussions between management and employees concerning a formal grievance to make the view of the Labor Organization known.

**SECTION 4.** The Employer agrees that there will be no restraint, interference, coercion or discrimination against Labor Organization representatives while performing their authorized duties under the law or this Agreement.

## **ARTICLE 7 JOINT LABOR-MANAGEMENT COMMITTEE**

**SECTION 1.** The Employer and the labor organization will mutually agree on a Joint Labor-Management Committee (JLMC) to have as its purpose to develop the following:

- (a) An environment that respects and values all employees.
- (b) Open and candid sharing of information.
- (c) Cooperation, even when disagreement on issues are present.
- (d) Patience for, and commitment to, partnership for the duration of our relationship.
- (e) Identify problems and solve jointly to better serve and achieve the mission.
- (f) Faith that partnership will lead to a more effective and efficient organization.

**SECTION 2.** The purpose of the JLMC is not to negotiate or impact and implementation bargain, rather serve to open communications through good human relations and friendly discussions. It is envisioned that misunderstandings or problems that may arise will be identified and resolved individually by this committee. All recommendations will be forwarded to the Air/Detachment Commander.

**SECTION 3.** The Employer and the Labor Organization will mutually agree upon meeting times as necessary, no later than five working days in advance. It is agreed that meetings will be held quarterly, either party may request a meeting during intervening times. Either party will submit agenda items as far in advance as possible for each meeting. An equal number of management and labor organization representatives attending these meetings will be kept to a reasonable number, not to exceed four.

**SECTION 4.** By mutual determination official time will be granted to prepare for a JLMC.

**SECTION 5.** Prior to either party filing an unfair labor practice (ULP) charge the charging party will notify the appropriate representative of the other. The notification will consist of a copy of the ULP charge and any supporting evidence/documents. Either party may request a meeting to discuss the matter. If no remedy can be agreed upon within three (3) workdays the charge will be filed with the Federal Labor Relations Authority (FLRA). The parties agree to maintain ongoing discussions in an attempt to reach an agreeable solution to the matter.

## **ARTICLE 8 LABOR ORGANIZATION REPRESENTATION**

**SECTION 1.** The employer agrees to recognize duly designated officers and stewards of the Labor Organization. The Labor Organization may designate a temporary or alternate steward in the event two or more stewards are TDY or unavailable for a period more than fifteen (15) days. The Employer will be afforded the same notification as a regular steward. The Labor Organization shall designate stewards as equitably as possible throughout the work schedule and traditional work areas. The Labor Organization assumes responsibility for designating necessary stewards to carry out their proper representation functions.

**SECTION 2.** The Labor Organization shall maintain and submit to the Employer, in writing as changes occur, a complete list of all designated current Labor Organization representatives, identifying the group of employees to be represented and areas each is authorized to represent, which shall normally be the areas to which they are assigned. Unless so designated by the Labor Organization in writing, no employee will be recognized as a Labor Organization representative.

**SECTION 3.** It is mutually agreed that the Labor Organization and Management will endeavor to informally settle differences at the lowest level of supervision practicable.

**SECTION 4.** Representatives of the Labor Organization's national organization designated in writing may visit the unit at reasonable times for the purpose of visitations (other than representational matters). The Employer's concurrence is subject to mission requirements and the Labor Organization informing the Employer representative three (3) days in advance of:

- (a) Name of visitor.
- (b) Labor Organization position held.
- (c) General purpose of visit.
- (d) Expected time of arrival and approximate duration of stay.
- (e) Name of employees to be contacted. Visits will be governed by base security regulations.

## **ARTICLE 9 OFFICIAL TIME**

**SECTION 1.** Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Official time provisions encompass negotiations between a labor organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Labor Organization representatives normal work schedule may/will have to be adjusted by management to provide for maximum utilization of the approved official time provisions contained within this article.

**SECTION 2.** Official time will be granted in the following manner. The labor organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. The supervisor must concur unless the responsibilities or duties of the section cannot be accomplished without the presence of that representative. Ordinary

workload will not preclude the release of employees under this section. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Official time provisions include, but shall not be limited to:

- (a) Steward(s) conferring with employees and/or supervisors on grievances.
- (b) Labor/management meetings will be held quarterly, on a scheduled basis to meet and confer, and when required bargain procedures on the implementation of policies which affect working conditions or for the labor organization to make recommendations to management. Either party as required may call additional meetings. (See Article 7).
- (c) Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or scheduled meeting(s).
- (d) Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. In accordance with applicable JTR/regulations the labor organization representatives will receive full travel and per diem allowances when these meetings are scheduled out of the representative's immediate area.
- (e) To prepare and maintain records and reports required of the union by federal agencies. To maintain financial records and books required in completing IRS reports.
- (f) Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the civilian attire section below (SECTION 4).

**NOTE:** Official time is not appropriate for the conduct of any facet of internal labor organization business. Such matters are to be conducted during off-duty time. (i.e., breaks, lunch periods, before or after work hours).

**SECTION 3.** The labor organization is authorized official time for training of officers and shop stewards. It is understood that this training will be of mutual concern to management and necessary to the employee as a representative of the labor organization. Approval will be granted except when there are mission-related reasons requiring mandatory coverage and/or mission of the functional area precludes such release. Ordinary or routine work requirements will not preclude the release of employees under this section. The labor organization will request this leave by letter, including the agenda of the training, for approval by the Human Resource Office.

**SECTION 4.** Labor Organization representatives are not required to wear the military uniform while performing representational functions or other labor organization activity related functions. These functions include but are not limited to the following:

- (a) While engaged in negotiations of any kind with agency officials.
- (b) Labor/Management meetings with agency representatives.
- (c) Labor/Management seminars in state.
- (d) Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Setting Authority, etc.
- (e) Performing representational duties on behalf of bargaining unit members, to include OSHA inspections, investigations of complaints, etc.
- (f) When representing the labor organization on committees, at hearings, or at third party proceedings.
- (g) Employees in the Bargaining Unit will not be required to wear the military uniform while appearing as a grievant or witness in any third-party proceeding.

**SECTION 5.** The Employer agrees to address labor organization representatives by their civilian title during the period they are performing representational duties. All correspondence from management concerning labor management issues will be addressed to the Association representative with their civilian title. Military titles will not be used.



## **ARTICLE 10 HOURS OF WORK**

**SECTION 1.** The administrative workweek is established as Sunday through Saturday with Sunday as the first day.

**SECTION 2.** The basic workweek is established as the first forty (40) hours worked during the administrative workweek for each technician. The regular hours for all employees in the basic workweek shall not exceed forty (40) hours and employees will have two (2) consecutive days off after working the forty- (40) hours in the basic workweek.

**SECTION 3.** The employer may establish other work schedules necessary to accomplish the assigned mission. The employer retains the right to establish any other shift required, if mission requirements or special projects dictate a needed change. Special shifts that need to be established for deployments and special operations for short time duration may be established, provided such shifts do not exceed a two-week period. The Labor Organization will be expeditiously notified of any proposed changes and provided the opportunity to negotiate over the impact and implementation of those proposed changes (See Art. 3).

### **SECTION 4.**

(a) Except when the Employer determines that the operational requirements would be adversely affected in carrying out its functions or the costs would be substantially increased, it is agreed that work schedules shall be made known fourteen- (14) calendar days in advance. Work schedules will be posted in each work area and shall remain in effect for at least two pay periods. When changes are required, consideration will be given to employee personal hardships.

(b) Shift differential, if authorized for original shift, will be paid if a seven- (7) calendar day notice is not provided. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the employer's reasonable control or ability to anticipate, are excluded from the seven (7) calendar day notice requirement.

**SECTION 5.** Flying and support Employees that are scheduled to conduct flying duties or in direct support of flying duties shall be notified of changes of shifts/flying schedules as soon as they are anticipated. Draft copies of projected work schedules will normally be posted fourteen (14) days in advance. Subsequent changes to work schedules will be made with as much advance notice to affected employees as possible.

**SECTION 6.** When a shift change is known, the employer agrees to give due consideration for shift assignments based upon employee's special needs (i.e. personal/family problems, sickness in the family, single parent, attending educational classes).

### **SECTION 7.**

(a) Each technician is authorized a one half (1/2) hour of duty free time for a lunch break each day. It is understood that unscheduled events may disrupt this time, but this shall not be a continual (normal) practice. Shift workers normally will be allowed their thirty- (30) minute lunch break midpoint in the shift.

(b) Management will make every effort to coordinate the workload to allow the uninterrupted lunch break. If technicians are not allowed a one-half (1/2)-hour break, the time will be recorded as compensatory time.

(c) In areas where constant surveillance of telephones or equipment becomes necessary, the immediate supervisor will make every reasonable effort to ensure compliance with Section 7(b) above and Section 8 below.

**SECTION 8.** Employees will be allowed a minimum of one fifteen (15) minute break period for each four- (4) hour period of continuous work.

**SECTION 9.** The employer agrees to allow a fifteen (15) minute period immediately preceding the lunch period and at the end of each workday to permit technicians engaged in work involving unhealthy, toxic, or hazardous substances, for personal clean-up.

**SECTION 10.** All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation or FPM.

**SECTION 11.** When extreme weather conditions or emergency situations cause widespread delay, the Employer may grant administrative leave in accordance with current regulations.

**SECTION 12.**

(a) No standby at home in a non-pay status will be required of any technician. An employee will be considered on duty and time spent on standby duty shall be considered hours of work if the employee is restricted, or so close thereto that the employee cannot use the time effectively for their own purposes; or, the employee is restricted to their living quarters or designated post of duty; or, has their activities substantially limited; and is required to main in a state of readiness to perform work.

(b) An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another employee.

**ARTICLE 11  
LEAVE**

**SECTION 1.** Compensatory Time. An employee who works compensatory time will be compensated with time off equal to the amount of compensatory time worked.

(a) The Employer agrees to consider rotating compensatory time assignments among employees who are available at the time of need and have the technical skills to perform the assignment. The assignments will be fairly and equitably made considering the duties using the minimum time possible. Management agrees to give 1-week notice for scheduled compensatory time. Volunteer personnel will normally be given first consideration in the assignment of compensatory time, subject to the skill requirements of the job to be performed. Management agrees to consider personal difficulties and transportation requirements of the effected employees. The Employer further agrees that employees will be allowed to use the Employer's telephone, without charge, to notify their family of the unscheduled compensatory time assignment. Unscheduled compensatory time may be required without prior notice for emergency, irregular, or occasional situations when the Employer is unlikely to know of an upcoming need for compensatory time within the established notification time frames. If so, the Employer agrees to make every attempt to accommodate employees adversely effected.

(b) It is agreed that when compensatory time follows a regular work shift and is expected to exceed 3 hours, the employee will be provided the option for a meal break and the immediate supervisor will ensure that the employee is provided an opportunity to obtain food prior to the start of compensatory time.

(c) Irregular or occasional compensatory time performed by an employee on a day when work was not scheduled for the employee or for which the employee is required to return to their place of employment is considered at least two hours in duration for the purpose of compensatory time, whether or not work is performed.

(d) Compensatory time may be used for performance of inactive duty for training or active duty for training as well as annual leave or leave without pay.

(e) Employees retiring or resigning should consider using accrued compensatory time prior to termination to avoid its loss. Lump sum payment for unused compensatory time is not authorized.

(f) Compensatory time will be administered between the supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time must be taken within (26) pay periods after the pay period in which it was earned or it will be forfeited. It is the employee's responsibility to request use of the compensatory time to avoid its loss. Supervisors should not unreasonably deny granting compensatory time which will be lost if not used.

**SECTION 2.** Holidays. Employees shall be entitled to holiday benefits consistent with applicable Federal law, rules, regulations and Executive Orders.

(a) The Employer agrees to consider liberal leave for all employees in the unit with regard to holidays not designated as Federal holidays insuring mission essential activities continue.

(b) Holiday work will be assigned in a fair manner with first consideration given, whenever practicable, to volunteers from among qualified employees performing the work that must be continued on the holiday and second consideration being given to other qualified volunteers. However, it is mutually agreed and understood that employees who volunteer to be available for holiday work will not necessarily be guaranteed work on a holiday.

(c) When an employee works on a holiday that falls within their regularly scheduled workweek, they are entitled to Holiday Pay at an equal rate of pay for those hours of holiday work performed. When a holiday falls on Monday through Friday, employees ordered to work during regular duty hours are not authorized to earn compensatory time, but will be paid Holiday Pay in addition to the regular pay they receive for the holiday. Employees will not normally be ordered to work on a holiday that falls within their regularly scheduled workweek. In those cases where it is imperative that employees work on a holiday, the supervisor will obtain authorization.

(d) Employees may be authorized to work and receive compensatory time on holidays which fall outside the regularly scheduled workweek and for work performed outside the regular work hours on weekday holidays.

**SECTION 3. Leave Without Pay.** At the discretion of the Employer, employees may be granted a leave of absence, without pay, in accordance with current laws, rules and regulations. The employee will submit to the supervisor, at least 10 workdays, a request for leave of absence in excess of 30 days before the leave of absence is to commence. Requests for leave without pay (LWOP) over 30 days must be approved by the Directorate for Human Resources.

(a) Employees may be granted leave without pay (LWOP) at their request but at the discretion of the Employer. The Employer agrees to consider LWOP upon the request of the employee for situations such as:

- (1) Job related training/education, which would be of benefit to the agency.
- (2) Recovery from illness and/or disability.
- (3) Personal family emergencies.

(b) An employee who has been granted an approved leave of absence will, upon its expiration, be returned to duties commensurate in grade and for which they are qualified, unless the employee has been notified of a reduction-in-force (RIF) during their period of absence. The employee will be notified as soon as possible whenever their approved leave has been canceled. Written notification will be provided to the employee upon their request.

(c) An employee on approved leave of absence with or without pay, shall accrue all rights and privileges in accordance with applicable laws, rules and regulations. An employee should be aware that when in certain LWOP situations, they must maintain their own payment for benefits.

**SECTION 4. Annual Leave.** An employee's timely request to their supervisor for annual leave (AL) will normally be granted unless the immediate supervisor determines that approval of the requested period is inconsistent with work and mission requirements of the organization. The supervisor will normally approve or disapprove the request within five work days of receipt of the request. If disapproved, the supervisor must state the reason on Standard Form 71 and initiate actions to reschedule leave. Approval of AL for emergency reasons will be granted on an individual case basis. Seniority, based on technician service computation date, will be used to grant leave when two or more employees from the same work unit, shop and position description, desire the same period of programmed leave and mission requirements will not permit approval of all requests.

(a) If employees are requested to submit a projected leave schedule, it is understood that it is intended solely as a planning tool. Actual leave requests must be submitted and approved in the appropriate manner.

(b) The supervisor agrees not to cancel previously approved leave except for reasons clearly essential to mission accomplishment. If the supervisor cancels a previously approved leave request, they will notify the affected employee, in writing, when requested. Disapproved leave may be appealed to the Air/Detachment Commander through the chain of supervision.

(c) An employee may cancel previously requested leave at any time; however, then such canceled leave was previously scheduled through the consideration of seniority, that seniority need not be considered in rescheduling leave.

- (d) An employee may request advanced annual leave. The amount of annual leave granted may not exceed the amount the employee would accrue throughout the remainder of the current leave year.
- (e) If an employee is on AL and becomes ill, they can call the unit and request the AL be changed to sick leave (SL) and SL provisions will prevail.
- (f) AL may be taken in increments of less than one hour (15 minutes).
- (g) Leave Sharing: Leave sharing permits federal employees to donate annual leave for use by other federal employees for a medical or personal emergency. Sick leave may not be donated.

**SECTION 5. Sick Leave.** Full-time employees earn 4 hours of sick leave (SL) per pay period. Sick leave is earned from the first pay period of employment and the type of appointment does not affect its earning. There is no qualifying period for the earning of sick leave. Unused sick leave accumulates without limit.

(a) Employees will request SL when they are incapacitated for duty by sickness, injury, pregnancy and/or confinement; or securing examinations or treatment from physicians, surgeons, chiropractors, dentists or opticians. An employee to give care or otherwise attend to a family member can use sick leave. (See section 5.i.). The employee's supervisor or designee must approve all requests for SL. Employees absent from work because of a sudden onset illness or injury must notify their supervisor within one hour of their start time. If the employee is unable to contact their supervisor, the employee will contact the next higher level of supervision. The supervisor will consider extenuating circumstances in determining if the employee has met the established time frame and supervisory notification process.

(b) Employees having advance knowledge of medical, dental or optical appointments will provide their supervisor with as much advance notice as possible. Employees are encouraged to schedule appointments at the beginning or end of their workday.

(c) Absence in excess of three working days may require a medical certificate be provided to the employee's supervisor:

- (1) medical certificate, if required, must contain the following:
  - (a) The date(s) the employee was incapacitated for work and the estimated date of return to work.
  - (b) The physician/doctor name, address and telephone number.
  - (c) Signature of the attending physician/doctor.

(2) An employee's signed statement certifying the period of illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or illness that does not require the services of a physician, or the acquiring of such would cause a financial hardship.

(d) Notwithstanding the provisions for an employee's signed statement in paragraph 5(c)2 above, when a supervisor has reason to suspect that the employee may be abusing SL privileges, their supervisor shall orally counsel the employee and if the facts indicate abuse, the employee will be informed that an improvement is expected to be made. In such cases, the supervisor will furnish the employee advance written notice of the requirement that a medical certificate completed only by the attending physician will be required for each future absence for which SL is requested. Employees, when required to submit a medical certificate, will submit it within three (3) working days of return to duty. Failure to meet the three-working-day time frame, the employee will be placed in an absent without leave status for the period of absence. The requirements for medical certificate will be reviewed at 6-month intervals.

(e) Employees who are incapacitated for duty because of serious illness or disability may be advanced SL not to exceed the guidelines contained in the Technician Personnel Manual (TPM) provided that:

- (1) The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as SL as provided in paragraph 5.e. above.
- (2) There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of their duties.

(f) Advanced SL for maternity reasons will be made only in cases of serious complications. Advance SL granted to an employee's account may never exceed two hundred forty (240) hours at any time. Employees should consider the use of AL prior to requesting advance SL. Application for advanced SL must always be supported by a medical certificate.

- (g) Upon the recommendation in a doctor's certificate, an employee will be assigned temporary light duty provided work is available in the unit. If light duty is not available, the employee will be informed of this in writing.
- (h) The Parties agree that employees on SL shall keep supervisors advised of their condition and of the planned date of return to work. Daily reports will be made unless:
- (1) Precluded by the employee's condition; or
  - (2) Waived by the supervisor for a specific period; or
  - (3) A date for return to work has been established.
- (i) The Family Friendly Leave Act (FFLA) allows for sick leave to be used when an employee:
- (1) Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.
  - (2) Provides care for a family member as a result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment.
  - (3) Makes arrangements necessitated by the death of a family member or attend the funeral of a family member.
  - (4) Would jeopardize the health of others by his / her presence on the job because of exposure to a communicable disease.
  - (5) Must be absent from duty for purposes relating to adoption of a child.
- (j) Under the FFLA, there is a limit on the amount of sick leave an employee can use for family care and bereavement during each leave year. The basic limit for full-time employees is 40 hours. An additional 64 hours can be used if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below 80 hours. The minimum sick leave balance must exist after deducting the amount that will be used for family care or bereavement, and at no time may an employee use more than the amount of sick leave accrued in a leave year.
- (k) Under the Family and Medical Leave Act (FMLA), employees are entitled to a maximum of 12 administrative workweeks of unpaid leave for:
- (1) The birth of a son or daughter and care of the newborn.
  - (2) The placement of a son or daughter with the employee for adoption or foster care.
  - (3) The care of a spouse, son, daughter, or parent with a serious health condition.
  - (4) A serious health condition of the employee that makes the employee unable to perform the duties of his / her position.
- (l) Employees are entitled to limited paid leave each calendar year (in addition to annual or sick leave) to serve as a bone-marrow or organ donor.
- (m) SL may be taken in increments of less than one hour (15 minutes).

**SECTION 6. Court Leave, Blood Donation, Voting and Administrative Dismissal.**

- (a) Court leave is leave with pay for the period of time an employee spends in court for jury duty as a juror or as a witness, or for attending judicial meetings. Court leave will be extended to an employee when summoned to appear, as a witness in judicial proceeding on behalf of a state, or local government or when required to perform jury duty in a federal, state, or municipal court. Any fees received for court service must be turned in to the finance office. Any payments designated as expenses by the court or other appropriate authority may be retained.
- (b) In those cases where time and travel permit and where no hardship results when a employee is excused or released by the court for any day or a substantial portion of a day, they will be expected to return to duty or be charged AL, Comp or LWOP for the time excused. Normally, when two hours or less remain in the workday, the employee will not be expected to return to work.
- (c) It is agreed that donation of blood is a generous gift on the part of the employee and a necessity to ensure an adequate supply of blood for the community in case of emergency. Excuse from work or up to four hours may be granted for blood donation.
- (d) As a general rule, where the voting polls are not open at least three hours before or after an employee's regular hours of work, they may be granted an amount of excused leave which will permit them to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

(e) When the Employer authorizes the shutdown or closure of an activity or unit because of weather conditions or emergencies, (i.e.; loss of heat, water, power,) employees may be granted administrative leave.

**SECTION 7. Military Leave.** Military leave is granted to employees for the purpose of performing active duty on a fiscal year basis. The Employer agrees no employee may be required to use military leave prior to the use of other appropriate leave. Employees are allowed to commingle annual leave, compensatory leave or leave without pay to cover a period of active duty. However, such leave may not be used to avoid charge to military leave for intervening non-workdays and holidays. Employees may carry over up to 15 days of unused military leave from one fiscal year to the next.

**SECTION 8. Cancellation of Leave.** When the Employer finds it necessary to cancel approved leave due to unusual circumstances, the reason for such action will be explained to the affected employee(s). Upon request by the employee the Employer agrees to provide a written explanation for cancellation.

## **ARTICLE 12 REDUCTION-IN-FORCE**

**SECTION 1.** The Adjutant General is responsible for implementing a reduction in force (RIF). The implementation and procedures will be in accordance with all applicable law, rules and regulations as outlined in ANNEX C of the California Technician Personnel Manual and the provisions of this article.

**SECTION 2.** The Employer in recognizing the responsibility of the Labor Organization to represent the bargaining unit, agrees to negotiate appropriate arrangements for those bargaining unit employees adversely effected by the implementation of this article.

**SECTION 3. Definitions**

(a) Reduction-in-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 calendar days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, or the need to make a place for a person exercising reemployment or restoration rights.

(b) Competitive Areas: At the time a RIF notification is received, impact bargaining will commence to clarify the portion of the bargaining unit affected.

(c) Competitive Levels:

- (1) A competitive level consists of all applicable positions within a competitive area, which are in the same grade and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.
- (2) Supervisory positions will not be placed in the same competitive level as bargaining unit employees.
- (3) Non-bargaining unit technicians will not compete with bargaining unit technicians.

(d) Tenure Groups: Technicians are divided into three (3), tenure Groups:

- (1) Group I - Technicians under permanent appointment and not serving probation/trial period.
- (2) Group II - Technicians serving on probation or trial periods.
- (3) Group III - Technicians who have been given indefinite appointments in the excepted service.

(e) Retention Registers: A record that lists technicians in descending order, within their competitive levels, starting with the technician with the most points:

- (1) Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technicians standing in the current reduction in force.
- (2) Technicians shall be given one point for each completed year of service using the Service Comp Date. Partial year credit will be computed by dividing the number of days in the year that has transpired by 365. One additional point will be credited for each individual Performance award received during the most recent three-year period. Retention Rosters shall begin with the individuals with the most points to the lowest. Those with the lowest points will be the first released. If a tie exist the technician service comp date will be used as a tiebreaker. To further break a tie the California Technician Service date will be utilized.

(3) Technicians with an overall performance rating of “Fail” or those that are on a Performance Improvement Plan (PIP) at the time a General Notice is posted, may only compete with or displace other technicians with “Fail” performance appraisals or those on a PIP.

(f) Voluntary RIF’s: Prior to issuing specific written notices voluntary RIF’s shall be sought among the bargaining unit within the competitive area to reduce the overall impact.

**SECTION 4. HRO Responsibilities.**

(a) The Employer agrees to notify the Labor Organization without undo delay upon receiving correspondence from higher authority concerning a possible RIF. This is necessary so that a general notice may be issued as soon as possible.

(b) Meet with the labor organization to explain the decision for a reduction in force and provide relevant documents and correspondence relative to the RIF action.

(c) After Impact and Implementation bargaining with the labor organization, notification of the RIF to the work force will be in the form of a posted written general notice as far in advance as possible. In any case however, the notice will not be less than 60 days. The general notice should contain as a minimum:

- (1) The established competitive area.
- (2) Options to involuntary separation the agency has decided to exercise and the date of implementation (i.e. reassignments, promotions, hiring freeze, separation incentives, etc.)
- (3) POC for information/guidance.
- (4) Established date and times for appropriate briefings, etc.
- (5) Whether or not voluntary RIF’s will be accepted.

(d) Screen the manning documents to determine which vacancies will be needed for placement action.

(e) The parties agree to develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

(f) A separate written notice will be given to each affected technician to be RIF’d at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual. Specific notices may run concurrent with a general notice.

## **ARTICLE 13 EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The Labor Organization and Employer agree to comply with all applicable Federal, State and local laws, regulations, rules, directives and orders, without discrimination because of race, color, national origin, mental or physical disability, religion, age or gender. The Employer and Labor Organization agree to cooperate to the fullest in providing equal employment opportunity for all qualified applicants and employees. Parties agree to promote and support programs for equal employment opportunity (EEO) through a positive and continuing effort.

**SECTION 2.** An employee who believes they have been discriminated against in any matter may file an EEO complaint through the statutory procedures by contacting an EEO counselor.

**SECTION 3.** The Employer agrees to supply the Labor Organization with a list of EEO counselors.

**SECTION 4.** The Employer agrees to provide the Labor Organization officers EEO familiarization training, which will be provided by the State EEO staff, to assist the Labor Organization officials in recognizing EEO complaints so individuals can be properly referred.

## **ARTICLE 14 POSITION DESCRIPTIONS**

**SECTION 1.** A Position Description (PD) will be an accurate listing of the major duties that are required by the employer to be performed by the affected employee(s). When a new or revised PD is implemented, the labor organization and the affected employee(s) will receive a copy.

**SECTION 2.** If a technician believes that the duties and responsibilities being performed are significantly different from the position's PD the technician may request through the employer a review of the position description for title, series, and grade.

**SECTION 3.** The term "other duties as assigned" as part of the PD is defined to mean; reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the PD should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.

**SECTION 4.** There are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force within the area of concern on a fair and equitable basis. The employer agrees to fill, when possible, bargaining unit vacancies that impact bargaining unit members with additional duties. Additional, significant, duties in excess of five (5) consecutive days will be annotated on the employee's 904-1 on a permanent basis.

**SECTION 5.** The parties agree that subject to requirements of efficient operations the employer will make every reasonable effort to avoid establishing additional duty requirements that would have an adverse impact on aspects of a bargaining unit employee's conditions of employment.

## **ARTICLE 15 EMPLOYEE TRAINING and DEVELOPMENT**

**SECTION 1.** The Employer agrees to maintain a training and development program as necessary to accomplish the mission of the Air National Guard (ANG) in an efficient manner consistent with applicable regulations. It is recognized that technology changes and new techniques, materials and equipment are factors normally considered in implementing such programs necessary to meet the needs of the Employer. The Employer will, within budgetary constraints, continue its training and development programs consistent with the needs of the activity.

**SECTION 2.** It is recognized that each employee is responsible for applying the effort, time and initiative necessary to keep abreast of the changing technology of their occupation. Whenever a position is reclassified into a new job series, the employee must meet the basic qualifications for the position in accordance with National Guard Bureau (NGB) Qualification Standards or the Office of Personnel Management (OPM) X118 Handbook, which contains the qualifications for competitive General Schedule (GS) employees. If an employee is not qualified for the new job series, the Employer will make a reasonable effort to provide the employee the necessary training in the new position.

**SECTION 3.** When an employee's specific duties require special certification and licensing and an appropriate renewal of that certificate, the Employer agrees to provide duty time to take the examination and fund approved costs in accordance with current law, rule, regulation, and/or Comptroller General decisions.

**SECTION 4.** The Employer agrees that consideration will be given to an employee's qualifications resulting from training, wherever obtained, when such qualifications are presented and are pertinent to the position applied for in accordance with applicable standards.

**SECTION 5.** The Employer agrees that upon proper presentation, records of satisfactory completion of formal training will be entered in the Official Personnel folder of the employee.

**SECTION 6.** The Employer will ensure all non-rated employees who make regular and frequent military flights will receive training on emergency procedures and the proper use of emergency equipment.



**SECTION 7.** The Employer agrees to give full consideration to the Labor Organization's views and recommendations relating to training of unit personnel.

## **ARTICLE 16**

### **MERIT PLACEMENT and PROMOTION**

**SECTION 1.** Purpose. To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board civilian technician force. To provide procedures that will ensure that each technician applicant receives full consideration for all bargaining unit position vacancies for which they qualify. The employer agrees that promotion and job vacancies which are announced shall be in accordance with the provisions of the California Technician Personnel Manual Annex A, Merit Placement Plan and as modified herein. Management officials have a special responsibility for seeing that violations do not occur.

**SECTION 2.** Objective. This article will be used for filling bargaining unit vacancies in the excepted and competitive services of the technician work force and will be used for all promotions and competitive reassignments. Basic qualification requirements will be addressed on all vacancy announcements as appropriate to the position being advertised. The same knowledge, skills, and abilities and/or special job requirements will be used when filling technician positions. Present for the Employer's consideration qualified applicants. Give technicians an opportunity to receive fair and appropriate consideration for higher level jobs. Ensure maximum utilization of technicians. Provide an incentive for technicians to improve their performance and develop skills, knowledge, and abilities. Provide career opportunities for technicians.

**SECTION 3.** Definitions.

(a) Promotion is the movement of an employee, while serving continuously within the same agency, to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

(b) Internal Placement: Changing of a technician from one position to another through the competitive process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.

(c) Rating Panel: The employer's representatives that rate applications in accordance with the criteria established by this article for the purpose of determining the best qualified applicants.

(d) Selecting Official: As designated on the vacancy announcement.

**SECTION 4.** Employee responsibility. Individuals are responsible for familiarizing themselves with the provisions of relevant State guidance, the Technician Personnel Manual, and this article to ensure that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

**SECTION 5.** Exceptions to Competition.

(a) Promotion due to issuance of new classification standard, the reclassification of a position, or correction of a classification error, provided that all incumbents are to be affected equally.

(b) Placement of over-graded technicians entitled to grade retention as a result of RIF, reclassification, or management directed change-to-lower grade.

(c) Promotion when competition was held earlier (i.e., position advertised with known promotion potential.)

(d) Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.

(e) Trainees to the same grade or an intervening grade of a position if the trainee has received the position through previous competition.

(f) Position change to a position having no higher promotion potential.

(g) Position change required by the RIF article of this agreement.

(h) Temporary promotion of ninety (90) days or less.

(i) Detail for less than ninety (90) days to a higher graded position or to a position with known promotion potential.

(j) Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment within the past two-(2) years.

(k) Placement as a result of priority consideration when a candidate was not previously given proper consideration in a competitive action.

**SECTION 6. Indefinite Positions.** Appointments with indefinite time limitations may be announced and filled using the agreed-to procedures contained in the provisions of this article and the CA TPM. Any non-on-board technician employed without competition will not be considered a Group 1 for any future position selection. When a current or new position is advertised as an indefinite position the parties agree that:

- (a) The Employer will inform the Labor Organization on a time estimate regarding the length of time that the position is reasonably expected to remain filled.
- (b) If a qualified on-board technician applies for the position the Employer will consider making the selection a temporary promotion, or detail as applicable, rather than an indefinite appointment.
- (c) Should the position eventually become a Permanent position the subsequent selection process will comply with all contractual provisions regarding merit placement competition.

**SECTION 7. Vacancy Announcements.** As a minimum, the vacancy announcement will contain the following information:

- (a) Title, series, grade, and salary range of the position and position description number.
- (b) Type of appointment - competitive or excepted.
- (c) Military requirements - applicant does not have to be assigned to the position or possess the AFSC/MOS to apply or be considered for selection.
- (d) Summary of duties and minimum qualification, general and specialized experience requirements.
- (e) Organization and geographical location of the position.
- (f) Information regarding known promotion potential, if any.
- (g) Opening and closing date and how to apply.
- (h) Equal employment opportunity statement.
- (i) The knowledge, skills, and abilities factors by which applicants will be rated for the position.
- (j) Whether or not trainees will be accepted.
- (k) Areas of consideration.
- (l) SF-181 requirement, (Race and National Origin Identification).
- (m) Selective Service registration statement.
- (n) Selection Placement Factors: Any special job requirements, i.e., security clearance, and driver's license.

**SECTION 8. Vacancy Positions.** Vacancy announcements should be posted for a minimum of fifteen (15) calendar days, in a central location within each of the major work areas. A copy will be provided to the Labor Organization.

**SECTION 9. Area of Consideration.** The areas of consideration may be advertised in multiple areas simultaneously. Although the positions may be advertised to more than one area of consideration simultaneously, non-bargaining-unit area certificates will not be submitted to the selecting official for consideration until all qualified bargaining-unit employees have been given first priority consideration. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- (a) Bargaining unit positions:
  - (1) Group One (1): All civilian excepted/competitive technicians currently employed.
  - (2) Group Two (2): All other members of the California National Guard or those eligible for membership.
- (b) For vacant bargaining-unit positions, if there are more than two technician applicants, the initial area of consideration will be all civilian technicians in the bargaining-unit, specifically excluding all AGR personnel. Vacant bargaining-unit positions may be announced simultaneously as merit and open. In the event the announcement is concurrent, non-bargaining-unit candidates, including any AGR personnel, will not be submitted to the selecting official for consideration until those qualified for consideration are not selected.
- (c) For vacant competitive positions, the initial area of consideration will be a currently employed competitive/excepted employee. In the event there are no qualified applicants, the DOD stopper list must be cleared prior to any announcements outside of the current workforce. Competitive employees who considered as group one (1) candidates for the purpose's of initial competition as provided in paragraph (b) above.

**SECTION 10. Application Procedures.** The appropriate application is the document by which the individual's qualifications for the position is determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates.

Applicants must specifically address the basic eligibility factors (which include general and specialized experience) and the KSA factors as stated on the vacancy announcement. Along with the application form discussed below, supplemental forms that show all the candidates qualifications may be submitted. Applications will be submitted as follows:

- (a) Technicians will apply for positions utilizing the appropriate forms as annotated on the vacancy announcement.
- (b) Applicants are encouraged to complete a new application for each position they apply for and contact the HRO Development Specialist for assistance in completing their application.
- (c) Technicians scheduled for TDY may notify the HRO Representative in writing of their temporary address and request job vacancy announcements be forwarded to them with appropriate application forms.
- (d) Applications will be mailed to the Human Resources Office no later 2400 hours on the closing date specified on the vacancy announcements and must be postmarked on or before that date to assure acceptance. Applications received in HRO and office date stamped, will be accepted up to close of business on the following *Monday*.
- (e) Government postage may not be used by technicians to mail applications.

**SECTION 11. Time Limits.** The selection will normally be made within 30 calendar days after the supervisor receives the Certificate of Eligibility.

**SECTION 12. Establishment of KSA Factors.** The knowledge, skills and abilities factors (KSA) required for the position will be reviewed and verified by the HRO prior to the advertisement of the position. The HRO may consult with the selecting official regarding the preparation and determination of the KSA factors.

**SECTION 13. Processing Applications.**

- (a) The Human Resources office will ascertain that only applications that are received before the closing date will be considered and will retain the date stamped envelopes for (2) years after the appointment is made. The HRO will evaluate the application to determine that the applicant meets the basic qualification of the advertised position. KSA's are used in the rating and ranking process not to determine basic eligibility.
- (b) If there are more than (6) applicants, a rating panel will be established at the local level, to rank the best qualified and submit to the selecting supervisor for selection.

**SECTION 14. Evaluating and Ranking Candidates at the supervisor level.** The following crediting plan included in this article is established by the Merit Placement Plan for National Guard Technicians, TPR 300-335. It provides a system for rating and ranking candidates. This plan is included to assist supervisors and inform employees of procedures currently used. Nothing in this article shall preclude the Employer from changing the crediting plan or from using an alternative crediting plan to determine the candidate that best meet the needs of the organization. The evaluating and ranking of candidates may be accomplished by the selecting supervisor or rating panel. The following procedures will apply:

- (a) The rating panel will consist of not less than three (3) members. When possible, two (2) members will be selected from the technical area of the promotion concerned. One (1) member will be a supervisor from outside of the affected major section. An HRO representative may serve as a non-rating advisor to the rating panel. Upon completion of the appointments the labor organization will be provided a copy of the appointment letter.
- (b) To avoid the appearance of a conflict of interest the selecting official should not serve as a member of a panel convened for the purpose of rating or ranking candidates for vacancies within his area. Candidates for the promotion vacancy cannot serve on the rating panel.
- (c) If no rating panel is appointed the selecting official will accomplish the rating and ranking process.
- (d) The following point system will be utilized to establish grouping of candidates:

- (1) “A” level experience. Candidate possesses type, and quality of experience that substantially exceeds the basic requirements of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position almost immediately, or with a minimum of training and/ or orientation.
- (2) “B” level experience. Candidate possesses type, and quality of experience that exceeds the basic requirement of the of the position, including selective placement factors, and that would allow the candidate to perform effectively in the position within a reasonable period of time, for example, 3-6 months.
- (3) “C” level experience. Candidate satisfies the basic requirement of the position with respect to experience, including selective placement factors. However, type and quality of experience beyond that which is basically required are minimal, and/or extensive additional training/orientation may be required to enable the candidate to satisfactorily perform the duties of the position.

**NOTE:** The point value assigned for A, B, or C level experience will be based on the following knowledge, skills and abilities (KSA) table. The point values vary depending on the number of KSA factors used for the rating. KSA factors will be the same for all applicants evaluated.

	3 KSA Factors	4 KSA Factors	5 KSA Factors	6 KSA Factors	7 KSA Factors	8 KSA Factors
A	33.3	25.0	20.0	16.6	14.2	12.5
B	28.3	21.2	17.0	1.1	12.1	10.6
C	23.3	17.5	14.0	11.6	10.0	8.7

**EXAMPLE:** Using five KSA factors, a candidate’s combined category rating of AABBC [20, 20, 17, 17, 14] converts to 88. If a candidate is found to rate a ‘C’ in all KSA categories the rating would be 70. If the rating was ‘A’ in all categories the total would be 100.

(e) Awards: Applicants should describe completely all job-related awards received in the previous three- (3) years. Credit is awarded for pertinent honorary and monetary awards and fully successful performance ratings. The recency of the award or rating is also considered to assure that current qualifications are reflected. Awards that are more than three (3) years old will not be considered. A maximum of seven (7) points may be credited for this factor. Points are assigned as follows:

	1st Year	2nd Year	3rd Year
Performance Awards	1	1	1
Fully Successful	1	1	1
Suggestion Award	1	0	0

(f) Training and Education: A maximum of two (2) points will be awarded for factor. This refers to training and education, other than that credited for basic eligibility that was not considered elsewhere in the evaluation process, which is relevant to the position.

(g) The overall rating for each category (KSA, awards, performance potential, education) will be combined and the total score for all categories will be recorded on the rating ranking worksheet, technician seniority will be the tiebreaker.

**SECTION 15. Selecting Official Actions.** Selecting officials have the right to select or not select any of the candidates referred to them. This action is included within a thirty- (30) day period reserved for the selection process. If for some reason the thirty- (30) day period is going to be exceeded, the Employer will notify the Union. The selecting official will proceed as follows:

(a) To provide for a fair and impartial interview to review eligible candidates listed on the referral and selection certificate who are available for interview. All interview questions will be based on the KSA’s and other job related requirements as listed on the vacancy announcement.

(b) If personal interviews are not possible, the selecting official will conduct telephone interviews. This provides another means of evaluating and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

(c) Throughout the interview /rating process specific notes will be taken to reflect those areas where the candidate needs to improve in order to be more favorable considered in future applications.

(d) Supervisors may pick from any certified list. This includes reconsidering the candidates on the first list.

(e) After interviewing the candidates, the selecting official shall make their selection or choose non-selection. For non-selected candidates a written definitive reasonable justification will be forwarded to the HRO.

(1) For the purpose of this section, “definitive” means: reasons for non-selection which provides the HRO specific comments/observations pertinent to the candidates shortcomings related to the requirements of the position.

(2) Once justification has been accepted by the HRO, subsequent certificates will be submitted to the selecting official.

(f) Ensure technicians hired in a trainee status are informed of the approximate duration of the training necessary to become fully qualified.

(g) If for some administrative reason the selection process can not be completed, the selection package will be returned to the HRO. The union will be notified.

**SECTION 16. Human Resources Office Actions.**

(a) The Human Resource Office will notify the individuals on the certificate of the selection.

(b) Notify those qualified candidates that did not rate high enough to be placed on the referral certificate.

(c) Arrange a release date of selected.

(d) HRO will advise, in writing, those individuals who did not meet the qualifications required for the position.

(e) If a delay occurs the HRO will notify the candidates as to the reason for the delay (i.e., lack of funding).

(f) When the selecting official non-selects the entire promotion certificate HRO will ensure that justification is provided for each candidate.

**SECTION 17. Release of Select.** After selection for promotion/placement, technicians must be released promptly from their present position. Release will normally be within two (2) weeks after the selection, either on the 1<sup>st</sup> day of the next pay period, or the fill date as specified on the vacancy announcement.

**SECTION 18. Expiration of Referral Certificate.** If the vacant position is not filled, the referral certificate will remain in effect for one (1) year, unless those on the certificate agree in writing to withdraw from the certificate.

**SECTION 19. Placement/Promotion Records.** Sufficient records are required to allow reconstruction of the placement action to provide; for an evaluation of the merit promotion/placement plan, for a clear record of the actions taken, for proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this article. The following records are to be maintained in the HRO:

(a) Copy of the vacancy announcement.

(b) Copy of referral certificates.

(c) Copy of all applications and attached documents.

(d) Form used in the evaluation and rating process.

(e) Record of the “Stopper List” having been cleared (for competitive positions only).

(f) Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two-(2) years whichever is longer.

**SECTION 20. Grievances.**

(a) A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedure agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

(b) The employer, upon written request, will submit to the Labor Organization the sanitized promotional material utilized in assessing the qualifications of the eligible candidates in an alleged, or formal promotion action. Confidentiality of promotion material will be maintained by the Labor Organization.

(c) If a grievance concerning merit promotion has been initiated, no action to cancel the vacancy announcement will take place until the grievance is resolved.

**SECTION 21. Comprehensiveness.** This article is designed to provide for the selection of bargaining unit positions in the most common type promotion opportunities that will occur. There will be unusual cases presented. In this event, the negotiation team will attempt to resolve the problems, IAW the Impact and Implementation Bargaining Article.

**SECTION 22.** Inquiries. Should a non-selected technician wish to know the possible reasons for non-selection, they may request an administrative review of their rating. The HRO will address the areas where improvement can be made to enhance the individual's promotion potential. NOTE: The intent herein is not for the employee to grieve his or her non-selection but to provide the employee an awareness of potential weakness.

## **ARTICLE 17**

### **JOB PERFORMANCE STANDARD and PERFORMANCE RATING**

**SECTION 1.** The California Air National Guard's technician performance system, as administered by the CANG Technician Personnel Manual TPM 430, and the provisions of this article to the maximum extent feasible, will be objective and job-related, define and communicate the quality, quantity and timeliness of work required of each employee, objectively assess an employee's job performance on a regular basis, and provide for resolution of an employee's unacceptable/unsatisfactory job performance as well as a means to reward or redress individual job performance. Where job performance is a factor in a personnel action, appropriate consideration will be given to the technician's performance appraisal. The performance appraisal system shall be used to encourage enhanced communications between the supervisors, customers, peers, and employees; encourage the achievement of the organization's goals; and recognize, motivate, and enhance individual and organization performance and accomplishments.

**SECTION 2.** Technicians will be given an annual Technician Performance Appraisal Report (TPAR), within the 30 days following their birthday month, hereinafter, shown as their performance appraisal anniversary date. Supervisors will monitor their employee's anniversary date and the date each employee's evaluations are to be/are completed. The unit Remote Designee will maintain a list of assigned employees which reflect each employee name, and rating official, and date each evaluations are to be completed. Appraisals will not be backdated. If an appraisal cannot be performed on time (during the thirty (30) day period following the technicians birth date the technician will be notified in writing by the supervisor. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished the actual date will be so noted.

**SECTION 3.** Technicians may receive a TPAR under their old job standard when transferring jobs, at the time of the transfer, provided a minimum of 120 days has elapsed since the previous appraisal.

**SECTION 4.** When a major change in any critical element to the job standard occurs within 90 days before the anniversary date, the technician's TPAR will be based on the old standard.

**SECTION 5.** If the technician experiences a problem in receiving a timely performance evaluation or suspects an irregularity with the performance evaluation process, that employee may bring the matter to the supervisor's attention. After this has been accomplished contact the HRO performance system POC, or the union.

**SECTION 6.** A minimum of 120 days supervision is required before a TPAR can be rendered on an employee by the appraising supervisor. A closeout TPAR will be rendered when there is a change in the immediate supervisor.

**SECTION 7.** The employee's position description is used as a guide in the development of the TPAR and the identification of critical job elements/performance indicators (CE/PI's). Functional area and position duty and job requirements and mission statements may also be included in establishing the CE/PI's.

**SECTION 8.** Employee will participate during the formulation phase of the TPAR and CE/PI's to help facilitate an accurate reflection of duties to be performed. The supervisor, however, is charged with the final content of the TPAR and CE/PI's.

**SECTION 9.** When the supervisor and the technician cannot agree on CE/PI's, the approving official (that individual available within the supervisory chain of command) may consult with the rating supervisor to attempt to resolve any disagreement. The approving official may exercise authority to change the disputed CE/PI after discussion with the rating official.

**SECTION 10.** The CANG/HRO has decided on a two-tier (meets standards and does not meet standards) Technician Performance Appraisal System and established the administrative instructions and the appropriate forms for use in the TPAR. Forms specified in the TPM will be used in accordance with Annex D of the TPM.

**SECTION 11.** An employee subject to an adverse action as a result of job performance that does not meet the fully successful level of performance, may grieve the content of a TPAR within thirty (30) workdays upon receipt of the TPAR.

**SECTION 12.** A copy of the standards will be provided to the employee whenever a revision occurs within the CE/PI's.

**SECTION 13.** The supervisor will ensure the timely completion of both the CE/PI's and TPAR, and that the employee receives an original of both documents, and that an accurate copy of each document is promptly forwarded to the HRO for placement in the employee's Official Personnel Folder (OPF).

**SECTION 14.** At the mid-point/periodic review of the appraisal period, normally 6 months, the supervisor will conduct a progressive review with the employee to discuss performance.

**SECTION 15.** An employee who receives a unacceptable rating and is not satisfied that the TPAR by which the employee's performance was rated is, to the maximum extent feasible, objective or job-related, or that it is inherently possible to achieve, may grieve within thirty (30) workdays of receipt of the TPAR.

**SECTION 16.** The time spent away from the assigned job by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal should be based solely on performance of their officially assigned work.

**SECTION 17.** Employee's will be periodically reminded of the critical job elements/ performance indicators of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians may be assisted in improving areas of unacceptable performance by counseling and increased supervisory assistance.

**SECTION 18.** Any changes made to the description of a CE/PI's within a performance standard must be given to the employee within 30 workdays of the change, and the supervisor will ensure that the employee is aware of the change and understands the requirement.

**SECTION 19.** The position CE/PI's will be communicated to the employee verbally and in writing within 30 days of the employee entering a new job, detail, or a temporary promotion scheduled to last 120 days or more.

**SECTION 20.** At six months into the rating period, the supervisor will conduct periodic progress reviews during the performance rating cycle, additional reviews, and may record them on the employee's NGB FM 904-1. When an employee whose performance on one or more CE/PI's during a review process is determined to be at the unacceptable job performance level, the supervisor will counsel the employee, and note the counseling on the employee's NGB FM 904-1. The supervisor will give the employee an opportunity to achieve a fully successful level of job performance, usually allowing 90 days after the notice to achieve a fully successful level of performance before proceeding to a formal level of corrective action (ex. reduction-in-grade, transfer or removal of the employee).

**SECTION 21.** For an employee rated as unacceptable on a critical job element/ performance indicator, the supervisor must provide an opportunity for the employee to improve the substandard performance and must notify the employee of the need to improve performance, identify specific performance deficiencies, and to identify what must be done to improve performance. The supervisor must advise the employee of the elements failed, how the employee failed to meet them, what must be done to attain the fully successful level. The time duration allowed should be sufficient to reasonably allow the employee an opportunity to achieve fully successful performance within the performance improvement time period, normally not more than 90 days.

**SECTION 22.** The supervisor may establish and assist in a performance improvement plan of corrective action for unacceptable ratings that specifically addresses the deficiencies of the employee. This informal performance improvement plan may outline the methods, regimen and other help, as appropriate, the employee needs to use to improve to a "pass/ fully acceptable" level of performance. The informal performance improvement plan will normally not run less than 30 days, or more than 90 calendar days.

**SECTION 23.** During the course of the informal performance improvement plan period, the supervisor will evaluate and inform the employee of either sufficient improvement or failure to improve to the fully successful level. If, in the supervisor's observation and evaluation, the employee is not demonstrating adequate progress to be able to achieve a fully successful level

of performance within the time allowed the supervisor can immediately initiate corrective action to remove, reduce-in-grade, or reassign the employee.

**SECTION 24.** The technician's signature does not indicate concurrence with the summary rating, only that the technician has received a copy of the summary rating. If a technician declines to sign and date a summary rating, that fact will be noted in the signature block by the rating official and a witness statement will be required in accordance with the TPM.

## **ARTICLE 18 FACILITIES and SERVICES**

**SECTION 1.** Office space. The Employer will provide the Labor Organization an adequate office space. The office shall be:

- (a) One sole use office.
- (b) The office shall have appropriate lighting, heating and cooling.
- (c) Should the Employer need the office space, advance written notice of a minimum of sixty (60) days will be given to the Labor Organization. The Employer agrees to supply a like or better office space should a move be necessary. The move of the office and its contents shall be in an official time status.

**SECTION 2.** Office furniture and equipment. The Employer agrees to supply the Labor Organization office with furniture and computer equipment comparable to what the employer uses.

- (a) The Employer agrees to allow the Labor Organization office to be equipped from assets available through the DRMO process. Base Supply will work with the Labor Organization to help draw needed requirements from both off base and on-base excess assets.
- (b) The Labor Organization agrees to be responsible for all furniture and office equipment, except for normal wear and tear.
- (c) The Labor Organization agrees to comply with appropriate regulations regarding use and maintenance of office furniture and equipment.

**SECTION 3.** Joint use requirements. The Employer agrees to allow the Labor Organization to jointly utilize or provide access to the following items:

- (a) Conference room.
- (b) Intranet laser printers.
- (c) Fax machines.
- (d) E-mail and Internet systems. The Labor Organization agrees to comply with appropriate regulations regarding use of these systems.

**SECTION 4.** Copiers. The Employer agrees to allow the Labor Organization use of existing copier equipment providing such use is limited to labor relation issues between the parties. The use of copy machines will not interfere with normal business.

**SECTION 5.** Telephones. The Employer agrees to supply the following telephone service:

- (a) One dedicated touch-tone phone line.
- (b) One line speaker telephone, comparable to the ones in use by management, with conference capabilities.
- (c) Voice Mail.

**SECTION 6.** Labor Organization signs. The Union shall be allowed to post a sign outside the office. Signs must conform to building design, and appearance specifications.

**SECTION 7.** Bulletin boards. The Employer agrees that the Labor Organization shall be afforded bulletin board space for the display of labor organization material as follows:

- (a) On existing "consolidated" bulletin board, with sufficient space to allow for posting of labor organization material.
- (b) If sufficient space is not available or there is no "consolidated" bulletin board in the facility or building, the Labor Organization may place one bulletin board per building.



(c) The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor (s) and the shop steward as to appropriate location, size and type.

(d) A bulletin board on the LAN system will be provided to the Labor Organization.

**SECTION 8.** Consultation and meeting place. Upon request of the Labor Organization, supervisors and the Labor representative shall mutually agree upon a private space to consult with aggrieved technicians. The Labor Organization agrees to conduct their business as quickly as possible. The parties agree, at the request of the Labor Organization or the technician, to allow the consultation to take place at the Labor Organization office. When space is not available, the parties will agree on a space at an alternate location.

**SECTION 9.** Duty uniform. The employer will furnish, at no cost to the employee (to include indefinite appointment employees), two additional duty uniforms that are ready-to-wear. Ready-to-wear means with all appropriate cloth rank insignia and required patches sewn on.

(a) Each employee, if required, will receive appropriate safety footwear.

(b) The Employer will maintain and provide a clean set of overalls for use by personnel when performing duties that expose them to very dirty environments.

**SECTION 10.** HRO will visit the activity, as time and funding permits, normally in an 18-24 month period to provide an information briefing to all interested employees. This briefing will cover personnel issues and a review of the Official Personnel File.

**SECTION 11.** Pertinent information. The Employer agrees to provide access to regulations, publications, and policies pertaining to bargaining unit employees through network connectivity. The Employer agrees to provide the Labor Organization a copy of supervisor guidance regarding conditions of employment including all updates and changes as they occur. The employer agrees to provide a copy of regulations, publications and policies pertaining to bargaining unit employees not available through the network.

(a) The labor organization agrees to provide the employer with any pertinent labor/management relation publications and directives that they receive.

(b) The employer agrees to allow the labor organization access to a copy of Technician Manning document and changes as they occur.

(c) Bargaining Unit Members:

(1) The Employer agrees to notify the union prior to changing the structure that effects the bargaining unit.

(2) The Employer agrees to provide a list of bargaining unit employees, duty location and organization and changes as they occur of each bargaining unit member.

(3) The Employer agrees to allow the Labor Organization the use of internal distribution to perform representational duties.

(d) A distribution box will be provided to the union at the central distribution point.

**SECTION 12.** Technician identification. The purpose of this section is to provide a means of personal and vehicle identification for technician employees.

(a) Upon request and availability, technicians will be issued service specific civilian identification cards (AF FORM 354).

(b) Each employee shall adhere to current installation policies regarding personal and vehicular identification and security procedures in accordance with laws, rules and regulations.

(c) Upon request, availability and security regulations, technicians shall be issued DOD Decals for personally owned motor vehicles.

(d) The employer agrees to provide information, upon receipt, specifying reorganizations affecting the Labor Organization certification.

**SECTION 13.** Security clearances will be in accordance with appropriate regulations.

## **ARTICLE 19**

### **EMPLOYEE RECOGNITION, SUGGESTION and MORALE**

**SECTION 1.** The California National Guard Recognition System and Suggestion Program, as outlined in the TPM and modified herein, is designed to motivate employees to increase productivity and creativity to achieve greater efficiency, economy, and improvement of operations. It provides a method for re-warding that performance and ideas are substantially above normal job requirements and performance standards, and provides for consideration of performance contributions throughout the California National Guard. The recognition system is supported by all levels of management, and will be administered in as fair, objective, timely and equitable manner.

**SECTION 2.** Categories of Awards:

- (a) Suggestion Award
- (b) Invention Award
- (c) Special Act or Service Award (Time off Award, On-the-Spot Cash Award)
- (d) Sustained Superior Performance Award
- (e) Quality Step Increase (QSI)
- (f) Length of service Recognition, Honorary Awards and other methods of recognition

**NOTE:** The Labor Organization will be notified of all awards (HRO Newsletter).

**SECTION 3.** Nomination. Any employee having direct knowledge of a special act or service resulting in savings and/or benefits to the California National Guard may recommend awards to the appropriate supervisor for submission in accordance with the guidance provided by TPR 451.

**SECTION 4.** Other methods of recognition are letters of appreciation or commendation that may be granted by supervisors for specific instances of above-standard performance or work or achievements by an individual employee or a team of technicians that warrant special recognition but does not meet the criteria for a special type award.

**SECTION 5.** Management agrees to position at least one locked suggestion box at a central location for each Wing Directorate. The location of the boxes may be altered with mutual consent at any time to improve the input of suggestions. Suggestions may be written on file cards or paper and can be unsigned if desired. Formal suggestions (See section 6 below) must be written on NGB Form 6 and will be handled in accordance with appropriate directives.

**SECTION 6.** The suggestion program is an award program by which employees make suggestions to improve agency operations. The purpose of the program is to promote voluntary involvement and to identify ways to improve and increase productivity, creativity and to achieve greater efficiency, economy, and improvement of California National Guard operations. The program will be administered in accordance with this article and TPR 451. Management agrees to disseminate information regarding the Suggestion Program.

(a) The technician must give an outline of the specific area of improvement, state potential workable solution in detail, and give the benefits that can be expected. All information available to the technician (NSN, number of parts, aircraft type, photographs, blueprints, drawings, etc.) must be listed on the NGB Form 6, with originals attached.

(b) Submitting Suggestions:

- (1) All suggestions will be submitted through the supervisory chain. Supervisors will ensure timely submission to HRO.
- (2) HRO program manager will ensure expeditious processing in accordance with TPR 451 Chapter 2.
- (3) When a suggestion evaluation cannot be completed within 45 days, the program manager will notify the technician.

**SECTION 7.** The Employer agrees to the following morale items:

- (a) Employees may be allowed reasonable time before lunch and before the end of their workday for work area cleanup.
- (b) That parking places may be provided, when available, near the employee's work area.
- (c) Inspection of employee lockers or desks may be conducted in accordance with applicable ANG and local directives. However, local management will not open and inspect an employee's locker or desk without the employee being present,

- except when the nature of the requirement to gain entry is immediate and the employee's presence is precluded by the employee's absence from the area. In such event, a reasonable effort will be made to have a Union representative present.
- (d) The Employer agrees to keep all employees informed of changes in retirement laws and benefits and to make retirement counseling available.
- (e) An employee will be furnished a copy of each personnel action that applies to them.
- (f) The Employer agrees to allow the playing of radios in work areas, i.e., shops, warehouse, and offices; and televisions in authorized break-rooms with discretion, as long as they are played in such a manner as not to disturb the work or cause a personal disturbance.

## **ARTICLE 20**

### **HEALTH and SAFETY**

**SECTION 1.** The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. Operational Risk Management will be utilized to effectively accomplish operations in a safe and efficient manner. The union will cooperate and will encourage all technicians to work in a safe manner. It is further agreed that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The supervisor and employee have a responsibility to insure that employees are using and/or wearing proper safety equipment. Rules, laws, and regulations related to safety shall be available to all employees and shall be adhered to. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, employees shall immediately notify their first level supervisor who shall in turn correct the deficiency or initiate a request for assistance or take appropriate actions as deemed necessary. If the supervisor is in doubt, he will immediately seek assistance and guidance from the appropriate safety and technical personnel.

**SECTION 2.** The Employer acknowledges an employee has the right to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting to supervisors." A hazard may be reported by any person and may be submitted on any event or condition that effects safety.

(a) Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft.
- (2) Ground operation and maintenance of vehicles.
- (3) Operation and maintenance of facilities.
- (4) Training and education programs.
- (5) Any other work environment.

(b) The hazard should be reported to a supervisor so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center an appropriate Hazard Report will be prepared and given to the section supervisor. Hazard Reports may be submitted anonymously, directly to the Safety office.

(c) The Safety Office will review and evaluate the report IAW applicable directives.

(d) If after review and processing of the report by the Safety Office, the originator is not satisfied, with the report, they may appeal IAW with regulations or file a grievance.

**NOTE:** Applicable Safety Regulations are on file in the Base Safety Office and are available to all employees.

**SECTION 3.** Upon notification that a mishap has occurred, the supervisor will be responsible for ensuring emergency medical aid and transportation is acquired for ill or injured employees as soon as possible. For any emergency situation dial 911 (no prefix required).

**SECTION 4.** Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be Management's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of worker's compensation claims

will be coordinated with the HRO. In all situations involving federal worker's compensation, the HRO is available to assist the employee and if necessary all required procedures are accomplished. In the event of a worker's compensation claim, Management will advise the employee of their entitlements and obligations under the Federal Employee Compensation Act.

**SECTION 5.** The Employer agrees to provide necessary clothing and equipment to employees performing duties requiring such equipment. Risk management principles will be used to determine the need for personal protective equipment (PPE) where not specifically directed by regulation. Safety glasses with the proper prescription or eye protection that can be worn over the prescription lenses will be provided by the employer.

**SECTION 6.** The Employer will provide tools and equipment necessary for the employee to perform their assigned duties. The employee will use only employer provided tools and test, measurement, and diagnostic equipment (TMDE).

**SECTION 7.** It is agreed that employees may be allowed reasonable time before lunch and before the end of their workday for work area cleanup and to put tools away.

**SECTION 8.** The Employer agrees to make every reasonable effort to ensure there are traditional standards of heat, ventilation, lighting and sanitary facilities commensurate with the task being performed at the work site. When extreme temperatures are experienced, management agrees to limit exposure of employees based on Operational Risk Management principles and refer to appropriate AFOSH standards for weather conditions.

**SECTION 9.** The Employer agrees that the employee will not be required to perform consecutive work for longer duration, without rest, than specified in the Department of Defense (DOD) directives.

**SECTION 10.** The Employer agrees to conduct chemical hazard awareness and reporting training conducted by the appropriate safety/environmental health personnel for personnel working with chemicals. Material Safety Data Sheets (MSDS) will also be available to all supervisors and employees who are exposed to those chemicals.

**NOTE:** Employees may be subject to fines and penalties for the improper handling and disposal of hazardous materials.

**SECTION 11.** Supervisors will periodically instruct employees in safe working practices and Operational Risk Management principles.

**SECTION 12.** The Employer agrees to consider in new facilities, or remodeled existing facilities, showers for male and female personnel.

**SECTION 13.** Necessary precautions will be taken to minimize the possibility of accident and injury to employees. Labor Organization Representatives will be given sufficient time to consult with inspectors during any Safety Survey on matters affecting the safety and health of the employees.

**SECTION 14.** In the interest of safety an employee will notify Management before the start of work if a doctor has prescribed any drugs or medicines which might affect their ability to work safely. Information provided should include drug name, strength, dosage, limiting effects and duration of use. Reasonable effort will be made to temporarily assign the employee to a job they can perform safely.

**SECTION 15.** The Occupational Safety and Health (AFOSH) Council has been established to provide a forum discussion of OSHA problems and to make recommendations to the Commander on OSHA related matters. Labor Organization Representatives may be present for these meetings to discuss employee-related hazards.

**SECTION 16.** Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) will be paid in accordance with current applicable Technician Administrative Instructions (TAAs), TPM Annex F and current Code of Federal Regulations (CFR). EDP/HDP situations are reviewed and approved/disapproved on an annual basis at the State level by a qualified panel of Safety Experts. These situations, as well as current CFR, are available for reference through the base Safety Office. Labor Organization Representatives may be present for these meetings to discuss employee-related hazards.

**SECTION 17.** The objective of the Employee Assistance Program is to identify and assist employees with behavioral or personal problems, which impact upon work performance or disrupt interpersonal relations with other employees in the immediate work environment. The parties should recognize the importance of these programs established for the welfare of

employees. The Employer and the Labor Organization agree to encourage employee participation in appropriate programs. Sick Leave may be used for Employee Assistance Programs (EAP) in accordance with applicable directives. The Parties agree not to coerce, intimidate, or harass the employee before or after the completion of the rehabilitation programs.

## **ARTICLE 21 WAGE SURVEYS**

**SECTION 1.** The Employer agrees to advise the Labor Organization as soon as practicable after receiving notice of a wage survey that will affect the wages of employees in the unit. The Labor Organization agrees to provide the same information to the Employer if they should first become aware of such surveys.

**SECTION 2.** The Labor Organization officials, in a representational status, may attend Wage Grade survey hearings on behalf of bargaining unit members if requested by the agency. Participation of a Labor Organization official will be on official time.

## **ARTICLE 22 GRIEVANCE and ARBITRATION PROCEDURES**

**SECTION 1.** The Labor Organization and the Employer recognize the mutual benefits to be derived from constructive observance of the provisions of this Agreement and agree to instruct their respective operating personnel in its intent and understanding.

**SECTION 2.** This Article establishes the exclusive procedure available to the employees in the bargaining unit, the Labor Organization and the Employer for resolving all grievances which fall within its scope. Grievances to be processed under this Article shall apply to matters of concern or dissatisfaction regarding claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, or this Agreement. It does not apply to:

- (a) A violation relating to political activities.
- (b) Retirement, life insurance, or health insurance.
- (c) Non-selection for placement or promotion from a group of properly certified candidates.
- (d) Any examination, certification, or appointment.
- (e) Classification of any position which does not result in the reduction in grade or pay of an employee.
- (f) Matters covered under Title 32 section 709 (f).

**SECTION 3.** The provisions of Subsection 709(f) of Title 32 of the United States Code (USC) are expressly excluded from binding arbitration. Title 32 USC Section 709(f) of the Technicians Act of 1968 precludes the use of grievance procedures as to separation, removal, discharge, suspension, furlough, RIF, and reduction in rank or compensation of National Guard Technicians. The foregoing language reserves to the State Adjutant General (TAG) the final level of appeal in those items covered by Subsection 709(f) of Title 32, USC, as required by the statute. If the Labor Organization does not agree to TAG's decision, it may pursue other legal avenues.

**SECTION 4.** Bargaining unit employees, the Employer and Labor Organization officials will adhere to the standards and principles of this Article in presenting, pursuing and processing grievances under this Article.

**SECTION 5.** Bargaining-unit employees may initiate grievances, either singly or jointly, or by the Labor Organization. Employees, Labor Organization representatives, witnesses and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.

**SECTION 6.** Employees have the right to present grievances to the Employer and have them adjusted without representation of the exclusive representative up to and including Step 4, as long as the adjustment is consistent with the terms of this Agreement and a Labor Organization representative has been given the opportunity to be present at the proceedings. When an aggrieved employee desires a non-Labor Organization representative, the Labor Organization will be notified of the selection.

**SECTION 7.** Employees and Labor Organization representatives will not suffer loss of pay or charge to leave for the purpose of preparing and presenting the grievance at each of the steps in the procedure. Duty time allowed the employee to prepare the grievance will be reasonable and consistent with the nature and circumstances of each grievance.

**SECTION 8.** Employees, who are called as witnesses at any step 1 through 5, will be in a duty status. Grievances will be processed during regular working hours to the maximum extent possible.

**SECTION 9.** All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all steps in the Formal Grievance Procedure and will include a statement of the basis for the decision. Unless mutual agreement is reached for extending time limits for responding to a grievance, Management's failure to respond within the time limits set forth may be considered an unfavorable decision to the employee and appealed to the next step, except as may be limited by *SECTION 10*, below. Where a statute provides a longer period of time to file a claim than that provided in this Article, the statutory period shall control.

**SECTION 10.** The time limits imposed for each step within the Formal Grievance Procedure presupposes the availability of the key parties to the grievance to discuss, investigate and, otherwise, properly dispose of the grievance (i.e.; the aggrieved party, knowledgeable parties to the aggrieved circumstance, second/third-level supervisor, Labor Organization representative/designee, etc). Absences of key individuals in the grievance process, where substitution is not reasonable because of their unique knowledge or position relative to the aggrieved circumstance, may delay the grievance step/process without defaulting to either party, and could present reasonable grounds for an extension. Once the key individual(s) becomes available, the negotiated time limits become controlling. Otherwise, time extensions to the negotiated grievance step/process must be mutually agreed upon to avoid default.

**SECTION 11.** A grievance file will be maintained by the Employer for each case that goes beyond Step 3 of the Formal Grievance Procedure. The file will contain:

- (a) The written complaint.
- (b) The summary of transcript of discussion or proceedings at each step.
- (c) Findings and recommendations at each step.
- (d) Documentary evidence considered in resolving the grievance.
- (e) The written decision rendered at each step.

**SECTION 12.** An employee or their representative, acting on their behalf, may terminate the grievance at any time prior to Step 4 of the Formal Grievance Procedure by giving written notice to the appropriate management official. The Employer may terminate a grievance for the employee's or the Labor Organization's failure to comply with time limits/failure to attend scheduled meetings to discuss the grievance. Grievances thus terminated will not be reopened except at the discretion of the Employer.

**SECTION 13.** Grievances initiated by the Labor Organization on behalf of itself or the bargaining unit will be submitted, in writing, to the Wing Commander or his designee. Grievances initiated by the agency will be submitted, in writing, to the Labor Organization President/designee. Either party to a grievance may request a meeting to resolve the complaint at issue. If scheduled, the meeting will be held ten working days from receipt of the request for such a meeting. Extensions will be granted in accordance with section 10 of this article.

**Agency Grievance:**

- (a) In the event of an agency grievance the Labor Organization President/designee will respond within ten days following receipt of the grievance or the grievance meeting should one occur.
- (b) If the agency is dissatisfied with the response it may then invoke arbitration in accordance with this Article.

**Labor Organization Grievance:**

- (a) In the event of a Labor Organization grievance the Wing Commander will respond within ten days following receipt of the grievance or the grievance meeting should one occur.
- (b) If the Labor Organization is dissatisfied with the response it will submit the grievance to the Adjutant General or his designee within ten days following receipt of the commander's response.

(c) The Adjutant General will respond to the Labor Organization President/designee within ten working days from receipt of the grievance.

(d) If the Labor Organization is dissatisfied with the TAG's response it may then invoke arbitration in accordance with this Article.

**SECTION 14.** It is mutually agreed that all officials of the Labor Organization and the Employer will endeavor to informally settle differences at the lowest level of supervision practicable.

**SECTION 15.** Upon request and subject to law, rule or regulation, management will supply the Labor Organization with investigation reports and/or pertinent documents used in the original action when denying a grievance, that are otherwise disclosable by law or rule and within Privacy Act guidelines. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of the Grievance/Arbitration procedures.

**SECTION 16.** Grievances will be processed in accordance with the following steps:

**FORMAL GRIEVANCE PROCEDURE**

**Step 1. Local Grievance Procedure:**

(a) After informal attempts to resolve the grievance are exhausted, the grievance will first be taken up in writing with the first level supervisor within 30 workdays of the incident grieved or from the date knowledge of the action-giving rise to the grievance became known to the grieving party. This time limit will, upon mutual agreement, be extended based upon extenuating circumstances. The grievance will be documented on the grievance form and will contain, as a minimum:

- (1) The grievant name, position, work and home telephone numbers, if any.
- (2) The specific nature of the grievance including a reference to the article and section of the contract or the specific part of the law, rule or regulation allegedly violated and the interpretation of application believed to be appropriate.
- (3) The corrective action desired.
- (4) The name and telephone number of the Labor Organization representative, if one is desired, that will represent the employee.

(b) If the employee and the first level supervisor are unable to resolve the grievance, it will immediately be raised to the next level in the grievance procedure.

(c) If the grievance is not settled within five (5) working days from the time the first level supervisor received it, or if the employee is not satisfied with the decision, the grievant may, within five (5) working days proceed to step 2.

**Step 2. Local Grievance Procedure:**

(a) The grievance will be presented to the second level supervisor/manager.

(b) If the grievance is not settled within five (5) working days from the time the second level supervisor received it, or if the employee is not satisfied with the decision, the grievant may, within five (5) working days proceed to step 3.

**Step 3. Local Grievance Procedure:**

(a) The grievance will be presented to the Wing Commander.

(b) If the Wing Commander and the Labor organization agree, then they may jointly investigate the facts in the grievance and within five (5) workdays prepare a joint fact-finding report, which will include:

- (1) The issues(s) represented by the grievance.
- (2) A description of areas where there is agreement on facts associated with the grievance.
- (3) Those areas where agreement could be reached.
- (4) Proposals which would resolve the matter.

(c) The Wing Commander shall review all material submitted by the grievant and investigate reports made at this Step of the grievance procedure and may call for an interview of the grievant and the Labor organization representative. All parties cooperate by responding to any requested meeting and by making every effort to resolve the issue through their discussions.

(d) The Wing Commander shall provide a determination in writing to the individual and the labor organization within five (5) working days.

**Step 4. The Adjutant General:**

(a) If the employee is not satisfied with the decision at step three (3) the grievant may within ten (10) working days present the grievance to the Adjutant General through his designated representative, LRO, which will include previous correspondence and any other pertinent material or information.

(b) A decision by the Adjutant General or their designated representative, in writing, shall be rendered within ten (10) working days to the grievant and the Labor Organization. It is understood that if the designated representative forwards the written decision he is signing for the Adjutant General.

**Step 5. Arbitration:**

(a) Arbitration of a grievance under the negotiated grievance procedure may be invoked only by the Employer or the Labor Organization.

(b) If the parties agree to go to arbitration and cannot agree on an arbitrator, they will jointly request, in writing, the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrator. Within ten workdays of receipt of the list, representatives of the Labor Organization and the Employer shall attempt to agree upon an impartial arbitrator selected from the list submitted. Failing to agree, each party shall strike one name in turn from the list; the name remaining after each has struck three shall be the nominee.

(c) The fee and expense of the arbitrator and the recorder shall be borne equally by the parties. Each party will pay any travel and per diem costs, which might be necessary, for their respective participants and witnesses. The arbitration hearing shall be held during normal working hours. The order of proceedings will be as determined by the arbitrator.

(d) The arbitrator is empowered to rule on the interpretation and application of this agreement and on the application of pertinent laws, rules and regulations of appropriate authority. The arbitrator shall have no power to add to, subtract from, disregard or modify any of the terms of this agreement and the arbiter's recommendation must be fully consistent with all pertinent Federal laws and government wide rules or regulations.

(e) The arbitrator will be requested by the Parties to render his/her recommendation as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless both Parties otherwise agree. Copies of the decision will be furnished to the Employer, employee and Labor Organization. Exceptions to the arbitrator's awards must be filed with the Federal Labor Relations Authority.

## **ARTICLE 23 DUES DEDUCTIONS**

**SECTION 1.** The Labor Organization recognizes its responsibility to procure the allotment forms, Standard Form (SF) 1187, and distribute them to its members.

**SECTION 2.** The Parties agree that applications for allotments may be submitted to the Civilian Pay Office at any time. Allotments will become effective the first pay period after the allotment form, properly completed, signed and certified, has been received at the payroll office.

**SECTION 3.** The Parties agree that an allotment will be terminated whenever one of the following conditions exists:

(a) When the employee leaves the unit as a result of any type of termination, transfer or other personnel action. (Except temporary promotion or detail in the bargaining unit).

(b) Loss of exclusive recognition by the Labor Organization.

(c) When the employee has been suspended or expelled from the Labor Organization.

(d) When the dues withholding agreement is suspended or terminated by an appropriate authority outside the Department of Defense (DOD).



**SECTION 4.** The Labor Organization will notify the Civilian Pay Office, in writing, when a member who has authorized dues withholding is suspended or expelled from the Labor Organization. Such notification will be made within four (4) calendar days of the suspension or expulsion.

**SECTION 5.** Employees may revoke their voluntary authorization for allotment of Labor Organization dues by completing SF 1188 and submitting it to the Civilian Pay Office, by the employees' first year anniversary of membership or after that by March 1st annually. The revocation will become effective the first pay period following the anniversary date or March 1<sup>st</sup>. Copies of the revocation will be sent to the President of ACT 109.

**SECTION 6.** The Employer agrees to furnish the Labor Organization, upon request a listing of names and amounts withheld after each payroll period. Employees will annotate this listing to indicate revocation of allotments. The Defense Finance Accounting Service (DFAS) will forward this listing and a check to ACT 109, 12510-B Lake Ridge Drive, Lake Ridge, VA, 22192-2354.

**SECTION 7.** The Labor Organization agrees to educate its members on the program for allotments for payment of dues and the uses and availability of the required forms.

**SECTION 8.** Dues withholding arrangements, as set forth in this Article, will continue if this Agreement is not renegotiated by the termination date because of impasse, third party proceedings involving a negotiability dispute or unit representation.

## **ARTICLE 24 TRAVEL and TDY**

**SECTION 1.** Employee temporary duty travel procedures and entitlements will be in accordance with JTR Volume 2. Comptroller personnel can advise and assist you with matters related to travel entitlements and reimbursements during normal duty hours.

**SECTION 2.** Use of the Government Travel Card will be for "Official Use Only." The employee may utilize the government travel card to obtain necessary cash to perform the mission and for official reimbursable expenses while on temporary duty. The employee will be reimbursed for any ATM charges and the 1.9% cash advance fee charged by the credit card company.

**SECTION 3.** Employees will utilize government lodging facilities and military aircraft travel whenever available. If an employee is on orders to a military installation and is directed off base, a statement of non-availability is required for reimbursement of the commercial lodging cost.

**SECTION 4.** The employee should submit a travel voucher, DD Form 1351-2, to the Accounting and Finance Office within five (5) workdays after completion of travel. Comptroller personnel can advise and assist the employee with the proper filing of the claim. Vouchers that are submitted without required information or documents may be returned to the employee for correction.

**SECTION 5.** An employee selected for TDY may request that they be excused due to unusual circumstances. In case of denial of such request, the reasons will be explained, in writing, to the employee, if requested.

## **ARTICLE 25 DISCIPLINE and ADVERSE ACTION**

**SECTION 1.** General.

(a) Discipline and adverse actions will be in accordance with the TPM and as amended herein. This article applies to actions for correcting employee conduct deficiencies. Normally, actions that relate to job performance will be accomplished in accordance with the agency performance appraisal system and until such time that continuing job performance deficiencies will require initiating an adverse action on an employee. It is acknowledged that in some cases, disciplinary actions are necessary. The parties agree that discipline and adverse actions will be based on individual variables and applied equitably and fairly to promote the efficiency of the Federal Service.

(b) The parties recognize that there are two types of technician disciplinary action that be appropriate; i.e., informal disciplinary action and formal disciplinary action. Any disciplinary action will be for the sole purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. A supervisor should consider a closer degree of individual supervision and/or warnings to effect corrective action prior to undertaking a formal disciplinary action.

(c) In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes know to the individual's supervisor.

## **SECTION 2. Informal Disciplinary Action.**

(a) The first is a counseling session between the technician and his supervisor designed to correct inappropriate conduct or behavior on the part of the technician. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred, not inherent if it is performance. The technician may have a labor organization representative present if desired, and supervisors will advise the technicians of this right prior to the counseling session.

(b) Counseling sessions will be recorded on NGB Form 904-1, in pencil, annotations will not exceed ninety (90) days unless there is evidence of recurring problem.

(c) A warning is initiated for a more serious infraction or if previous counseling session has proven ineffective. The technician may have a labor organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.

(d) Warnings will be recorded on NGB Form 904-1, in pencil, annotations will not exceed One hundred eighty (180) days unless there is evidence of recurring problem.

(e) To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the employee has given written permission.

(f) An appeal of a counseling/warning session may be made through the negotiated grievance procedure. A successful appeal will cause any record of counseling to be deleted.

## **SECTION 3. Formal Disciplinary Action.**

(a) Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspensions, reductions in grade, and removal actions are considered adverse actions since they affect the pay of the technician.

(b) Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the investigation. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply:

### **(1) An oral admonishment:**

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action(s). The supervisor will describe the offense in sufficient detail to enable the employee to understand why the admonishment is necessary. The employee may have a Labor Organization representative present if so desired. The appropriate supervisor shall advise the technician of this right prior to the questioning and presentation of the admonishment.

(b) Will be annotated in pencil (date and subject) on the NGB Form 904-1, annotations will not exceed two-hundred seventy days (270) days unless there is evidence of recurring problem.

(c) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will be maintained in a secured container at the lowest level of supervision excluded from other employees and access will be limited to management/employees concerned and individuals to whom the employee has given written permission.

### **(2) Written reprimand will:**

(a) Normally be signed by the first line supervisor and will be coordinated with HRO for contract and regulatory compliance.

- (b) The technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.
  - (c) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.
  - (d) Inform the technician that the letter will be filed as a temporary document in his or her Official Personnel Folder (OPF) until a specific date. Retention period may not exceed twelve (12) months, unless related to a continuing pattern of misconduct.
- (3) An appeal of an oral admonishment or letter of reprimand may be made through the negotiated grievance procedure. A successful appeal will cause the action to be withdrawn and any record of the action to be deleted.
- (4) If adverse action is decided upon the procedure in Section 4 applies.

#### **SECTION 4. Adverse Actions.**

- (a) Adverse action is an administrative action that results in removal, suspension, or reduction in grade or compensation of any technician.
- (1) There must be a reason for taking adverse action; that reason is commonly referred to as a “cause” and is defined as “an offense against the employer employee relationship”. What constitutes a “cause” is a decision that must be made on the merits of each situation.
  - (2) Having “cause” is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the “cause” and its impact or effect upon the efficiency of the service (i.e., the technicians ability to perform his duties; the agency’s ability to fulfill its mission, etc.)
- (b) Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing proposed adverse action and original decisions. The following, as required by agency regulation, TPM and TPR 752, will be in the sequence of events for an adverse action.
- (1) Technicians will be given at least a thirty- (30) calendar day notice of proposed adverse action, signed by the individual proposing the action. The technician or the representative will be given opportunity to reply to the charges, in writing and/or in person, to the deciding official.
  - (2) The technician will be given a Notice of Original Decision, signed by the deciding official, that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General.
    - (a) Technicians requesting a review/appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.
    - (b) If the technician requests a hearing, the HRO, will submit a written request to NGB for a list of examiners. In-turn, the NGB will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem and travel will be paid by the Employer.
    - (c) If advisory arbitration is requested, the arbitrator's decision is advisory in nature. The Adjutant General must consider the arbitrator's recommendation when making his final decision on the disposition of the adverse action. The arbitrator’s travel and per diem will be shared equally in accordance with the grievance/arbitration article (21).
    - (d) An adverse action will be carried out if there is no appeal to the action or the appeal procedure has been exhausted and the action upheld in accordance with 32 USC 709 (f).

#### **SECTION 5. Representation.**

- (a) Prior to discussions that may lead to any of the above disciplinary or adverse actions, the supervisor will notify the technician of the right to labor organization representation. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have representation, management will so indicate and forward to the labor organization. A copy of this acknowledgement will be forwarded to the HRO.

(b) An investigatory session will, if representation is requested, be delayed for a reasonable amount of time until the employee(s) representative can be present.

(c) A supervisor who is conducting an investigatory interview, will notify the technician that the interview may lead to disciplinary action, and that the employee has the right to remain silent, and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with section 5(a) above.

(d) Investigation into the proposing of disciplinary actions shall be handled in an expeditious manner after the Employer has become aware of the alleged misconduct.

#### **SECTION 6. Records.**

(a) Entries deleted from a technicians 904-1 may be used to support future disciplinary action if the previous infraction is relevant to on going conduct problem and it's relationship to the current infraction is timely.

(b) In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the employers files which contain evidence used by the employer to support any disciplinary or adverse action. Any such records, or diaries shall not be used as a basis to support any disciplinary or adverse action against an employee unless the employee has been shown and provided a copy of such record, note or diary within a reasonable period of time after the date of the incident being recorded. Informal notes made by supervisor's that allege infraction, tardiness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

(c) No entries made in an employee file concerning disciplinary matters will be used without the acknowledgement of the employee.

(d) Any of the above records, notes, or diaries shall not be used as a basis to support:

- (1) A performance evaluation of unacceptable;
- (2) The denial of a career ladder promotion, or;
- (3) The denial of a within grade increase;

unless the employee has been shown and provided a copy of such documentation within a reasonable period of time, after it has been determined that the information will be used for such purpose, and before it is used.

## **ARTICLE 26 OFFICIAL RECORDS**

**SECTION 1.** Each employee, and/or designated representative who has been so authorized in writing by the employee shall, upon request, be permitted to review any document appearing in the Official Personnel Folder. Employees will be provided copies of documents if so requested.

**SECTION 2.** Each employee, and/or designated representative who has been so authorized in writing by the employee shall, upon request, be permitted to review any document appearing in the employee's 904-1 Folder/File. The employee's immediate supervisor will maintain the employee record card, NGB Form 904-1, in a secure location. When negative entries are to be recorded on the 904-1, the supervisor shall advise the technician and date the entries made on the card. The employee's will initial all entries.

**SECTION 3.** It is the Labor Organization policy to instruct its members to always initial negative disciplinary and/or performance entries made on the member's NGB Form 904-1. The initials in no way indicate concurrence or approval of the entry.

## **ARTICLE 27 DETAILS**

**SECTION 1.** A detail is an official personnel action temporarily assigning a technician to a different established, or pending, position for a specified period of time, with the technician returning to the original position at the conclusion of a detail.

- (a) Details are intended to meet temporary workload situations, absences of employees, pending authorization and classification of new positions or other types of manpower needs that cannot be met by other personnel placement actions.
- (b) Details can be to a position of higher grade, the same grade, and to a statement of duties, as long as they are temporary in nature and can be of differing periods of time. Management agrees that details to a position of higher grade will not exceed 90 days in a 12-month period without merit placement procedures.
- (c) The Employer agrees that details to a higher graded position beyond 30 days will be considered a temporary promotion if the full scope of the position is being performed.

**SECTION 2. Procedures.**

- (a) To the extent possible the employer agrees to consider filling all technician position vacancies prior to the use of details.
- (b) Eligible qualified technician volunteers may be considered for details before non-volunteers are assigned if the identification and assignment of volunteers does not adversely impact normal duties of the timely assignment to the detail. A volunteer is ineligible if Management determines that the technician can not be spared due to overriding mission requirements will prevail.
- (c) When an inadequate number of technicians volunteer for a detail, the employer will consider to rotate the assignment among the individuals in the area of concern.
- (d) Details of technicians out of their specialty should be limited to the extent necessary to accomplish the mission.
- (e) Management agrees that in all cases a Standard Form 52 (SF 52) will be completed for any details of more than thirty (30) days. Official details will be recorded on the SF 52 at the time the action occurs and maintained as a permanent record in the employee's Official Personnel File (OPF).
- (f) Details in excess of ten (10) duty days will be recorded on the employee's 904-1 on a permanent basis.

**SECTION 3. Temporary Promotions.**

- (a) A temporary promotion is the most appropriate means of meeting a situation requiring the temporary service of a technician in a higher graded position. Promoting a technician recognizes the increased responsibility and properly compensates them for the work being performed. An employee selected for a temporary promotion must be informed in advance of the promotion and the circumstances that make it a temporary promotion.
- (b) When the employer requires the duties of a higher grade position, or one with known promotion potential within the bargaining unit, to be performed for greater than thirty (30) days, the assignment will become a temporary promotion, and the employee will be compensated at the higher rate of pay.
- (c) A temporary promotion is not appropriate, however, for training or evaluation of an employee for a higher-graded position. It may not be used to give an employee a trial period before a permanent promotion or to decide among candidates for a permanent promotion or to train an employee in a higher-graded position.
- (d) A SF 52 will be submitted no later than the first working day of the temporary promotion and approved in accordance with applicable government regulations. If the temporary promotion is to last for a period of one hundred and twenty (120) days or longer the Merit Promotion Article procedures will apply.

## SIGNATURE PAGE

In witness thereof, the Parties hereto have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

FOR THE EMPLOYER:

FOR THE LABOR ORGANIZATION:

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James Harrington, HRO

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Norm Jacobs, Local President

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Stuart Ewing, Labor Relations

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David King, Steward